

User Agreement

(Last revised October 24, 2021)

1. **Agreement.** Unless Starcom Computer Corp. (hereinafter “Starcom”) has entered into a separate written agreement with your employer on your behalf that supersedes this user agreement, you agree that your clicking on “agree” on the Plant Partner Trials registration, account creation, access or use of Plant Partner Trials online services (including PlantPartnerTrials.com, mobile app, beta version(s), premium services, enterprise services, and any additional services), including the information and content therein, as modified and updated by Starcom from time to time, whether free, test, beta, trial, or provided on a paid subscription or some other paid basis (collectively the “Service”), constitutes your acceptance of this user agreement with Starcom (the “Agreement”). You can access a copy of this agreement at <https://plantpartnertrials.com/user-agreement>. Starcom reserves the right to change the terms of this Agreement from time to time. Starcom will indicate at the top of this Agreement the date that the terms of this Agreement were last updated, and your continued use of the Service following such posted update shall constitute your acceptance of the updated Agreement. It is your responsibility to regularly check the Service to determine if there have been changes to this Agreement and to review such changes. If you do not agree to this Agreement, do NOT click “agree”, register, create an account, access or use the Service. Your failure to abide by this Agreement or any other terms or conditions posted anywhere within the Service may result in suspension or termination of your access to the Service, without notice, in addition to Starcom’s another other remedies.
2. **Registration and Account Creation.** Starcom may at times require you register and/or set up an account to use the Service. You may be required to choose a password, user identification, and/or other registration information, including your address and credit card information for Services made available on a paid subscription basis (collectively, “Registration Information”). You agree and represent that all Registration Information provided by your is accurate and up-to-date. If any of your Registration information changes, you must immediately update it by editing your user profile on the Service. In our sole discretion, we may refuse to grant you a user name in the event that it impersonates someone else, is infringing, offensive, threatening, defamatory, abusive, inflammatory, harassing, vulgar, obscene, libelous, hateful, or racially, ethnically or otherwise objectionable. If you elect to receive communication from the Service directly to your mobile device, you are solely responsible for keeping Plant Partner trials updated with your current contact information. Starcom shall not be liable for information sent to a device that is associated with your outdated contact information. To use the Service, you agree (a) to use your real name and not impersonate another user or provide false identity information to gain access to or use the Service, or use an image that is not your likeness for your profile; (b) that you are solely responsible for your use of the Service ad that you will not share, sublicense, transfer, sell, or assign your Plant Partner Trials account or any part thereof to anyone else; and (c) that you are at least 18 years old.
3. **Usage Rights.** Subject to your compliance with the terms of this Agreement, Starcom grants you a non-exclusive, non-transferable, world-wide right to access and use the Service and Documentation solely for your internal business operations for the applicable subscription term, if any. Subject to the terms of the Agreement, Starcom will (a) make the Service available to you, (b) provide standard support for the Service at no additional charge, and (c) use commercially

reasonable efforts to make the Service available 24 hours a day, 7 days a week, except for (i) excused downtime to perform routine maintenance (ordinarily during weekend evenings pacific standard time) and (ii) downtime due to causes beyond Starcom's reasonable control, which shall not be considered a breach of this Agreement. You grant to Starcom a non-exclusive, irrevocable perpetual, worldwide, transferable, and sublicensable right to use, display, transmit, host, disclose, copy, modify, distribute, publish, reformat, translate, syndicate, excerpt, process and prepare derivative works from or incorporate into other works you Data that you submit, post, or provide through the Service, directly or indirectly from a third-party app, site or service, without any further consent, notice, and/or compensation to you or others in connection with the Service. You agree that Starcom has no obligation to store, maintain, save, warehouse, or provide a copy of ay content or information to you or others, whether during or after termination of this Agreement, except to the extent required by applicable law. You represent, warrant, and agree that you own or have sufficient rights to all the content and information that you submit or post to the Service, including information submitted to the Service from any third party that you connect or link to Plant Partner Trials, and that doing so does not violate any intellectual property, personal, or proprietary rights or breach a contract of any third Party or otherwise violate the rights of any third party (including your employer), or contain any Objectionable Content as described below.

4. Restrictions. You will not directly or indirectly do any of the following (a) submit material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs, (b) interfere, disrupt, overwhelm, place an unreasonable load on, or attack the Service, its associated software, hardware, or servers, or the data contained therein, (c) circumvent or endanger the operation and security of the Service, override any security feature, or attempt to gain unauthorized access to the Service or its related systems or networks, including through an interface not provided or authorized by Starcom such as by use of sripts or bots, or (d) reproduce, duplicate, copy, sell/resell, trade, rent, lease, loan, modify, reverse engineer, decompile, disassemble, decipher, transmit, distribute, create derivative works of, or exploit the Service, including Plant Partner Trials code and software or any related technology, or otherwise attempt to derive the source code for the Service, or € access or use the Service on a service bureau basis or make the Service or Documentation available to any third party. Your failure to abide by the terms of this Agreement or applicable law shall be considered a material breach of this Agreement and may result in suspension, termination, or restriction of your use and access to the Service, without notice, in addition to Starcom's other remedies. Starcom may suspend use of the Service if continued use may result in material harm to the Service or its users.
5. User Conduct. You agree to use the Service in a responsible and professional manner and for lawful purposes only. You agree to not use the Service to upload, post, transmit, share, store or otherwise make available any (a) content or information that is inaccurate, incomplete, misleading, offensive, harmful, threatening, unlawful, tortious, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, libelous, fraudulent, invasive of privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable, or (b) unsolicited or unauthorized advertising, solicitations, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, collectively (Objectionable Content"). Through your use of the Service, you may encounter Objectionable Content provided by your Partners or other Plant Partner Trials users, and you are responsible to report any Objectionable Content to

Starcom. Starcom reserves the right to not publish certain information or content on the Service and can remove it in Starcom's sole discretion or if required by law, with or without notice.

6. **Sharing.** Plant Partner Trials is a professional platform and allows the sharing of the electronic data, materials, information and content submitted by or for you into the Service ("Data"), as authorized by you, such as your sales opportunities and account information and share it with the third parties to which you hereby consent. You will have access to your Partner and other Plant Partner Trials user information and content ("Third Party Content") which you agree to use responsibly and professionally, and in accordance with the terms of this Agreement. Starcom does not generally review Third Party Content and you agree that Starcom is not responsible for, and has no obligation to, control, monitor, or correct, any Third Party Content. Your use or reliance on any Third Party Content is entirely at your own risk and for which you are entirely responsible. Starcom provides no warranties of any kind with respect to any Third Party Content and is not responsible or liable for any claims or damages that may result from your use or reliance on such Third Party Content. Upon termination of your use of the Service, Starcom will not, and has no obligation to, restrict any post-termination use of any Data that you shared with your Partners or submitted to the Service prior to termination.
7. **Payment.** If you purchase any Plant Partner Trials paid subscription Service or paid on some other basis ("Paid Subscription Service"), you shall pay Starcom any and all applicable fees and taxes. Failure to pay may result in termination of your use and access to the Paid Subscription Service. You authorize Starcom to store and continue billing your payment method (e.g. credit card) on a monthly basis including through the last month of the date of termination of your use and access to the Paid Subscription Service. Upon termination, you will no longer have access or use of the Paid Subscription Service even if the effective date of termination is prior to the last day of the month for which payment was made. Starcom does not provide any refunds or credits of any fees or charges under this Agreement. You are responsible to maintain current unexpired credit card information with Starcom to avoid termination or interruption to the Paid Subscription Service. You agree to reimburse Starcom for any collection costs and interest for any overdue amounts. You are solely responsible for any fees or charges incurred to access the Service through an Internet access provider or other third party, including without limitation charges incurred to receive SMS messages or other mobile access, and Starcom is not liable or responsible for keeping the Service updated with your current phone number, and Starcom shall not be liable for information sent to a device that is associated with your outdated or incorrectly entered mobile phone number.
8. **Feedback.** You agree that any suggestions, comments, ideas, reviews, feedback, request for improvement, modification, enhancement, recommendation, correction, or similar information that you provide to Starcom (collectively, "Feedback") can be used and shared by Starcom without your consent, at Starcom's discretion, for any purpose without compensation or any obligation to you. Any and all right, title, and interest to such Feedback shall become the exclusive property of Starcom. For the avoidance of doubt, Feedback shall not be considered Confidential information under the Agreement.
9. **Modification.** Starcom has the right to (a) change, suspend or end the Service, including adding or removing features or functionality, (b) change and modify prices prospectively, and (c) terminate, suspend or limit your use of the Service or any portion thereof, including the number

of your Partner connections and your ability to contact other users, all for any or no reason, at any time without notice.

10. Security. Starcom uses reasonable security technologies in providing the Service in accordance with commercially reasonable industry standards and practices to protect the security, confidentiality and integrity of your Data. Starcom is not responsible for the security, confidentiality and integrity of any Data disclosed or transferred by you to any third party through the Service. You shall not submit health, payment card, or similarly sensitive personal information that imposes specific data security obligations on the processing of such data. You are solely responsible for maintaining the confidentiality of your Registration Information, and for any failure to do so. If you have reason to believe that your account is no longer secure (e.g., loss, theft or unauthorized use of any password or account or any other known or suspected breach of security).
11. No Warranty. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE USING THE SERVICE, INCLUDING ALL CONTENT AND INFORMATION, AT YOUR OWN RISK AND THAT THE SERVICE, INCLUDING ALL CONTENT AND INFORMATION, IS PROVIDED "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STARCOM DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RELIABILITY, TITLE, NONINFRINGEMENT OR ANY OTHER REPRESENTATION, CONDITION, OR GUARANTEE. STARCOM DOES NOT WARRANT, REPRESENT, OR GUARANTEE THAT ACCESS TO THE SERVICE WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS, OMISSIONS, OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED ON THE SERVICE. WITHOUT LIMITATION, STARCOM DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR CONTENT ON THE SERVICE AND YOU ARE SOLELY RESPONSIBLE FOR ENSURING THE ACCURACY OF ALL SUCH INFORMATION AND CONTENT. STARCOM DOES NOT WARRANT THAT THE SERVICES WILL MEET YOUR REQUIREMENTS AND YOU AGREE THAT YOU ARE NOT RELYING ON DELIVERY OF ANY FUTURE FUNCTIONALITY, OR ON ANY ORAL OR WRITTEN PUBLIC COMMENTS OR ADVERTISING OF STARCOM IN YOUR USE OR PURCHASE OF THE SERVICE.
12. Exclusion of Liability. STARCOM SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, SALES, GOODWILL, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICE INCLUDING BUT NOT LIMITED TO YOUR USE OF OR RELIANCE ON THE SERVICE OR ANY OF THE INFORMATION OR CONTENT AVAILABLE ON THE SERVICE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF STARCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU HEREBY AGREE TO RELEASE STARCOM AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM CLAIMS, DEMANDS AND DAMAGES OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SERVICE.
13. Indemnification. You agree to indemnify, defend, and hold harmless Starcom and its directors, officers, employees, agents, and representatives from any and all claims, liabilities, costs, losses, attorneys fees, and expenses arising from or related to your Data submitted directly or indirectly into the Service, your breach of this Agreement, or from any such acts through your use of the Service.

14. Confidentiality. The receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. The receiving party will not use or disclose any Confidential Information of the disclosing party for any purpose outside the scope of this Agreement. "Confidential Information" means the information that the disclosing party designates as confidential at the time of disclosure or that should reasonably be understood to be confidential information of the disclosing party. For the avoidance of doubt, (a) your Data is your Confidential Information, and (b) the Service, Documentation, and pricing under the Agreement are the Confidential Information of Starcom. "Documentation" means the then-current technical and functional documentation (such as user guides, policies, and description of either party disclosed prior to the acceptance of the Agreement will be subject to this section. In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information. The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, (b) is generally available to the public without breach of the Agreement by the receiving party, (c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions, or (d) the disclosing party agrees in writing is free of confidentiality restrictions.
15. Proprietary Rights. Except as otherwise expressly granted under the Agreement, (a) you retain all ownership and intellectual property rights in and to your Data, and (b) Starcom retains all ownership and intellectual property rights in and to the Service and Documentation, derivative works thereof, and anything developed or delivered by Starcom under the Agreement. The content, organization, graphics, text, images, video, design, compilation, advertising and all other material on the Service, including without limitation, the "look and feel" of the mobile app and website, are protected under intellectual property laws and are the property of Starcom.
16. Compliance with Laws. You agree to comply with all applicable laws, rules, and regulations in connection with your access and use of the Service, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, and tax laws.
17. Dispute Resolution. Starcom's goal is to resolve any dispute directly with you by having you first contact Starcom to seek a resolution. You agree that the laws of the State of Washington, excluding its conflict of law rules, shall exclusively govern any dispute, claim or controversy relating to this Agreement and/or the Service. You agree that any claim or dispute can only be litigated in the federal or state courts located in King County, Washington, and you agree to submit to the personal jurisdiction of those courts.
18. Export Compliance. Starcom and the Service are subject to the export laws of various countries including, without limitation, those of the United States and the European Union and its member states. You will not export Starcom Confidential Information to countries, persons or entities if prohibited by export laws, trade sanctions, and embargoes issued by these countries. Starcom is required to take measures to prevent entities, organizations, and parties listed on the government-issued sanctioned party lists from accessing certain products, technologies, and services through the Plant Partner Trials website or the mobile app. This may include (a) automated checks of any Registration Information against applicable sanctioned-party list is

updated or when Registration Information is updated; (c) blocking access to the Service and Plant Partner Trials systems in case of potential match, and (d) contacting you to confirm your identity in case of a potential match.

19. Termination. You and Starcom may terminate this Agreement at any time with notice to the other. Upon the effective date of termination, you will lose the right to access and use the Service. The following shall survive termination (a) Sections 7,8,12,13,14,15,20,21 of this Agreement, (b) use by Starcom and other users of your information and content that you shared through the Service, and (c) any amounts owed by you prior to termination remain owed after termination.
20. General Terms. The parties each warrant and represent to each other that they each have the authority and legal power to enter into this Agreement and to grant the rights granted under the Agreement. The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement. If any provision of this Agreement is held to be invalid or unenforceable, you and Starcom agree that the court can modify the terms to make that part enforceable while still achieving its intent. If the court cannot do that, such provision shall be struck and the remaining provisions shall be enforced. If Starcom does not act to enforce a breach of this Agreement, that does not mean that Starcom has waived its right to enforce this Agreement or to act with respect to subsequent or similar breaches. This Agreement is the only and entire agreement between you and Starcom regarding your use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. You may not assign or transfer this Agreement. However, you agree that Starcom may assign this Agreement in its sole discretion.
21. Notices. Starcom may provide notices to you via email to your designated email address, mail, SMS messaging, or the Service. Please send notices to Starcom online at support@starcomsoft.com, or legal notices by mail to Starcom Computer Corp. PO Box 1437, Bothell, WA 98041.